

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. I S

REGION 8 t1M 4.

1595 WYNKOOP STREET

DENVER, CO 80202-1129

Phone 800-227-8917

<http://www.epa.gov/region08>

DOCKET NO.: CAA-08-2019-0012

IN THE MATTER OF:

BRUIN E&P PARTNERS, LLC

RESPONDENT

)

)

)

)

)

)

)

)

FINAL ORDER

Pursuant to 40 C.F.R. § 22.13(b) and §§ 22.18(b)(2) and (3) of EPA's Consolidated Rules of

Practice, the Consent Agreement resolving this matter is hereby approved and incorporated by

reference into this Final Order.

The Respondent is hereby ORDERED to comply with all of the terms of the Consent Agreement, effective immediately upon filing this Consent Agreement and Final Order.

so ORDERED THIS 11th DAY OF JUNE, 2019.

Kathrin E. Hall

Regional Judicial Officer

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) PH 4: 15

REGION 8

IN THE MATTER OF:

Bruin E&P Partners, LLC

602 Sawyer Street, Suite 710

Houston, Texas 77007

Respondent.

)

)

)

)

)
)
)
)
)

_____)

l:.,._c::u

EP,\ h:GION Vlll

• -r:: _ , , , , 1 , , . . r1 F , 1<

Docket No. CAA-08-2019-0012

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under section 113(d) of

the Clean Air Act (CAA or the Act), 42 U.S.C. § 7413(d), and sections 22.13 and 22.18 of

the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. part 22.

2. EPA and Respondent, (together, the Parties) having agreed settlement of this action is in the

public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the

terms of this Agreement.

II. JURISDICTION

3. This Agreement is entered into under the authority vested in the Administrator of the EPA

by section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d). The undersigned EPA official has been duly authorized to institute this action.

4. The EPA and the United States Department of Justice jointly determined this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment, as

authorized by section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d).

5. In satisfaction of the requirement in section 113(a)(4) of the Act, 42 U.S.C. § 7413(a)(4),

the EPA provided Respondent an opportunity to confer regarding the violations alleged in

this Agreement and the Respondent has conferred with and met with the EPA concerning the same.

6. The Regional Judicial Officer is authorized to approve this Agreement with a final order.

40 C.F.R. §§ 22.18(6), 22.4(6).

7. The final order approving this Agreement simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

III. DEFINITIONS

8. For purposes of this Agreement, the terms expressly defined by this paragraph shall have

the meaning given that term herein. Every other term used in this Agreement that is also

defined in the Act, 42 U.S.C. § 7401 et seq., or in the regulations promulgated under the

Act shall mean in this Agreement what such term means under the Act or regulations.

a. "Active Use" means a Tank System is connected to one or more Active Wells. For a Tank System to be deemed "not in Active Use" under this Agreement, it must not be reasonably capable of receiving production from any and all Active Wells at the Well Pad(s).

b. "Active Well" means a well in which the completion interval is capable of producing hydrocarbons through the wellhead and where the well is currently in operation or may be restored to operation by opening valves or by energizing equipment involved in operating the well.

c. "A VO" means audio, visual, olfactory.

d. "Business Day" means Monday through Friday, with the exception of federal holidays. In computing any period of time under this Agreement expressed in Business Days, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall

run until 11 :59 p.m. Mountain Time of the next Business Day.

e. "Calendar Day" means any of the seven days of the week. In computing any period of time under this Agreement expressed in Calendar Days (as opposed to Business Days), where the last Calendar Day would fall on a Saturday, Sunday, or federal holiday, the period shall not be extended to the next Business Day.

f. "Effective Date" shall have the meaning described in Section XII (Effective Date).

g. "Heater-Treater" means a unit that heats the reservoir fluid to break oil/water emulsions

and to reduce the oil viscosity. The water is then typically removed by using gravity to

allow the water to separate from the oil.

h. "OGI Camera Inspection" means an inspection of a Vapor Control System using an optical gas imaging infrared camera designed for and capable of detecting hydrocarbon and volatile organic compound (VOC) emissions, conducted by trained personnel who maintain proficiency through regular use of the optical gas imaging infrared camera.

i. "Malfunction" means any sudden, infrequent, and not reasonably preventable failure of

air pollution control equipment, process equipment, or a process to operate in a normal

or usual manner. Failures that are caused in part by poor maintenance or careless operation are not malfunctions.

2

J. "MHA Nation" means the Three Affiliated Tribes of the Mandan, Hidatsa and Arikara Nation, a federally-recognized Indian tribe.

k. "Normal Operations" mean all periods of operation, excluding Malfunctions. For Storage Tanks at Well Pads. Normal Operations include, but are not limited to, liquid dumps from a Separator or Heater-Treater.

l. "Post-Repair OGI Camera Inspection" means an OGI Camera Inspection conducted following the observance of Reliable Information and the performance of corrective action to confirm the repair, replacement, etc. resulted in no further emissions.

m. "Produced Oil" means oil that is separated from extracted reservoir fluids during Production Operations.

n. "Produced Water" means water that is separated from extracted reservoir fluids during

Production Operations.

o. "Production Operations" mean the extraction, separation using Separators or HeaterTreaters,

and temporary storage of reservoir fluids from an oil and natural gas well at a Well Pad.

p. "Reliable Information" means any observance or detection of VOC emissions either: 1) from a Storage Tank opening (e.g., pressure relief device (PRD)/thief hatch), except during gauging or maintenance; or 2) from a combustion device used in a Vapor Control System without flame presence indicating combustion. Reliable Information must be observed or detected: 1) using an optical gas imaging infrared camera, EPA Method 21 monitoring, or AVO inspection; and 2) by the EPA, Respondent's employees, or Respondent's contractors trained to conduct inspections for emissions. For purposes of this Agreement only, evidence of past surface staining alone shall not be considered Reliable Information. As to combustion devices used in a Vapor Control System, Reliable Information shall also include any observance or detection of Visible Smoke Emissions or no pilot light present by the EPA, Respondent's employees or Respondent's contractors. Observation from a Tank System while all wells associated with that Tank System are temporarily shut-in, and during which working and standing emissions may occur, will not be considered Reliable Emissions.

q. "Semi-Annual Report" means the report to be submitted every six months during the duration of this Agreement. The Semi-Annual Report will include the records required under subparagraphs 73.b.iv, 73.c.iv, and 73.d.iii. The first report, which shall document activities over the first six months of Respondent's Directed Inspection and Preventative Maintenance (DI/PM) Program shall be submitted no later than 240 days after commencement of the DI/PM Program. Respondent shall submit the second

report, documenting compliance over the next six months, no later than six months after the first report is due. Respondent's annual FIP report, annual 0000 report, or 40 C.F.R. Part 98 report may satisfy requirements for a Semi-Annual Report provided the information required under subparagraphs 73.b.iv, 73.c.iv, and 73.d.iii is provided at least every six months during the duration of the Agreement. Respondent shall

3

thereafter continue to submit the Semi-Annual Reports every six months until termination of the Agreement. The Semi-Annual Reports will be submitted to:

Alexis North

U.S. Environmental Protection Agency, (8ENF-AT-AE)

1595 Wynkoop Street

Denver, Colorado 80202

North.Alexis@epa.gov

r. "Separator" means a pressurized vessel designed to separate reservoir fluids into their

constituent components of oil, natural gas, and water.

s. "Storage Tank" means a unit that is constructed primarily of non-earthen materials (such as steel, fiberglass, or plastic) that provides structural support and is designed to

contain an accumulation of produced reservoir fluids (e.g., Produced Oil or Produced Water). A liquid knock-out vessel or similar device is not considered a Storage Tank.

t. "Tank System" means one or more Storage Tanks, with at least one Produced Oil Storage Tank, that share a common Vapor Control System. For purposes of this Agreement, "Tank System" refers to Storage Tanks associated with Production Operations on the FBIR.

u. "Trigger Point" means the lowest set point of any device designed to relieve pressure

from a Tank System minus two ounces. Set point refers to the pressure (in ounces) at which a device is designed to relieve pressure. .

v. . "Vapor Control System" or "VCS" means the system used to contain, convey, and control vapors from one or more Storage Tank(s) (including flashing, working, breathing, and standing losses), as well as any natural gas carry-through to Storage Tanks. A Vapor Control System includes a Tank System, piping to convey vapors from a Tank System to a combustion device or vapor recovery unit, fittings, connectors, liquid knockout vessels or vapor control piping, openings on Storage Tanks (such as thief hatches and any other PRDs), and emission control devices.

w. "VCS Root Cause Analysis" means an assessment conducted through a process of investigation to determine the primary cause and contributing cause(s), if any, of VOC emissions from a Vapor Control System.

x. "Visible Smoke Emissions" mean pollutants generated by thermal oxidation in a flare

or enclosed combustor and occurring immediately downstream of the flame, as determined by use of EPA Reference Method 22. Visible Smoke occurring within, but not downstream, of the flame, is not considered to constitute Visible Smoke Emissions. Visible Smoke Emissions shall mean observations of smoke for any period or periods of duration greater than or equal to one (1) minute in any fifteen (15) minute period during Normal Operations, pursuant to EPA Method 22. Visible Emissions do not include radiant energy or water vapor. EPA Method 22 need only be performed if smoke is observed.

4

y. "VOC" or "VOCs" means volatile organic compounds.

z. "'Well Pad" means a property with one or more Storage Tank(s) capable of receiving Produced Oil from Production Operations. The Well Pads that are subject to this Agreement are identified in Attachment A.

IV. GOVERNING LAW

FBIR FIP

9. The purpose of the CAA is to "protect and enhance the quality of the Nation's air resources

so as to promote the public health and welfare and the productive capacity of its population." 42 U.S.C. § 7401(6) (1).

10. The Act directs the EPA to identify those air pollutants which "may reasonably be anticipated to endanger public health or welfare" and to issue air quality criteria for them

based on "the latest scientific knowledge" about the effects of the pollutants on public

health and the environment. The pollutants identified are "criteria pollutants." 42 U.S.C.

§ 7408.

11. The Act requires the EPA to promulgate regulations establishing national ambient air

quality standards (NAAQS) for criteria pollutants. The primary NAAQS must be set at the level "requisite to protect the public health" with an adequate margin of safety, and the

secondary NAAQS are intended to protect "the public welfare." Public welfare effects include "effects on soils, water, crops, vegetation" and other environmental impacts including, but not limited to, effects on animals, wildlife, property, and economic values.

42 U.S.C. § 7602(h).

12. Ground-level ozone, commonly known as "smog," is one of six criteria pollutants for which the EPA has promulgated national standards, due to its adverse effects on human health and the environment.

13. Ozone is not emitted directly from sources of air pollution. Ozone is a photochemical

oxidant, formed when certain chemicals in the ambient air react with oxygen in the presence of sunlight. These chemicals-VOC and nitrogen oxides (NOx)-are called "ozone precursors." Sources that emit ozone precursors are regulated to reduce groundlevel

ozone. See 62 Fed. Reg. 38,856 (July 18, 1997), 80 Fed. Reg. 65,292 (Oct. 26, 2015).

14. On March 22, 2013, the EPA finalized a Federal Implementation Plan (FIP) for the Fort

Bellhold Indian Reservation, codified at 40 C.F.R. §§ 49.4161-.4168, to "establish legally

and practicably enforceable requirements to control and reduce VOC emissions from well completion operations, well recompletion operations, production operations, and storage operations at existing, new and modified oil and natural gas production facilities." 78 Fed.

Reg. 17,836, 17,858 (Mar. 22, 2013).

5

15. The FBIR FIP contains requirements to control emissions from storage tanks associated

with production operations, including, but not limited to, requirements for storage tank

closed vent systems, covers, and control devices. 40 C.F.R. §§ 49.4164, 49.4165.

New Source Performance Standards

16. Section 111 (b) of the Act authorizes the Administrator of the EPA to promulgate standards

of performance applicable to "new sources" within categories of sources that cause "air pollution which may reasonably be anticipated to endanger public health or welfare." 42 U.S.C. § 741 1(b).

1 7. A "new source" under Section 11 1 is any stationary source, the construction or modification of which is commenced after the promulgation of the standards of performance applicable to such source. 42 U.S.C. § 7411 (a) (2).

18. A "stationary source" is a building, structure, facility, or installation which emits or may

emit any air pollutant. 42 U.S.C. § 7411 (a) (3).

19. In 1979, the EPA listed "Crude Oil and Natural Gas Production" as a source category that

contributes significantly to air pollution and for which standards of performance would be

established. 44 Fed. Reg. 49,222 (Aug. 21, 1979).

20. It is unlawful for owners and operators of any new source to operate in violation of

applicable standards of performance after the standards have gone into effect. 42 U.S.C.

§ 741 1(e).

Subpart JJJJ

21. In 2008, the EPA promulgated under section 111 of the Act "Standards of Performance

for

Stationary Spark Ignition Internal Combustion Engines." 73 Fed. Reg. 3,568 (Jan. 18, 2008).

22. Each of these standards is a "standard of performance" within the meaning of section

11 l(a)(1) of the Act, 42 U.S.C. § 741 l(a)(1), or a "design, equipment, work practice, or

operational standard, or combination thereof' under section 11 l(h) of the Act, 42 U.S.C.

§ 741 l(h). These standards are set forth in 40 C.F.R part 60, subpart JJJJ, §§ 60.4230-4247

(NSPS subpart JJJJ).

23. Subpart JJJJ contains requirements for, among other things, performance testing, operations, and maintenance of stationary spark ignition (SSI) internal combustion engines.

40 C.F.R. § 60.4243.

Subpart 0000

24. In 2012, the EPA promulgated under section 111 of the Act "Standards of Performance for

Crude Oil and Natural Gas Production, Transmission and Distribution." 77 Fed. Reg. 49,542 (Aug. 16, 2012).

6

25. Each of these standards is a "standard of performance" within the meaning of section

11 l(a)(1) of the Act, 42 U.S.C. § 741 l(a)(1), or a "design, equipment, work practice, or

operational standard, or combination thereof' under section 11 l(h) of the Act, 42 U.S.C.

§ 741 l(h). These standards are set forth in 40 C.F.R part 60, subpart 0000, §§ 60.5360-

5430 (NSPS subpart 0000).

26. Subpart 0000 applies to "affected facilities" for which owners or operators commence

construction, modification or reconstruction after August 23, 2011, and on or before September 18, 2015. 40 C.F.R. § 60.5365.

27. Subpart 0000 contains requirements to control emissions from certain storage vessels

located in the oil and gas production segment, including, but not limited to, requirements

for storage vessel closed vent systems, covers, and control devices. 40 C.F.R. §§ 60.5370,

60.5411.

Subpart 0000a

28. In 2016, the EPA promulgated under section 111 of the Act "Standards of Performance for

Crude Oil and Natural Gas Facilities for Which Construction, Modification or Reconstruction Commenced After September 18, 2015." 81 Fed. Reg. 35,824 (June 3, 2016).

29. Each of these standards is a "standard of performance" within the meaning of section

11 l(a)(1) of the Act, 42 U.S.C. § 741 l(a)(1), or a "design, equipment, work practice, or

operational standard, or combination thereof" under section 11 l(h) of the Act, 42 U.S.C.

§ 7411 (h). These standards are set forth in 40 C.F.R part 60, subpart 0000a, §§ 60.5360a-

5432a (NSPS subpart 0000a).

30. Subpart 0000a applies to "affected facilities" for which owners or operators commence

construction, modification or reconstruction after September 18, 2015. 40 C.F .R. § 60.5365a.

31. Subpart 0000a contains requirements to control emissions from certain storage vessels

located in the oil and gas production segment, including, but not limited to, requirements

for storage vessel closed vent systems, covers, and control devices. 40 C.F.R. §§ 60.5370a,

60.541 1a.

New Source Review FIP

32. In 2011, the EPA promulgated a FIP under the CAA for Indian country that included New

Source Review (NSR) regulations. The FIP includes requirements for minor sources in Indian country. 76 Fed. Reg. 38,748 (July 1, 2011).

33. A minor source for purposes of the FIP is a source that has the potential to emit regulated

NSR pollutants in amounts that are less than the major source thresholds in 40 C.F.R. §§ 49 .167 or 52.21, as applicable, but equal to or greater than the minor NSR thresholds in

40 C.F.R. § 49.153. 40 C.F.R. § 49.152.

7

34. Minor sources subject to the NSR PIP in Indian country that are in the oil and natural gas

production segment must submit a "Part 1 Registration Form" 30 days prior to beginning construction. Those sources must submit a "Part 2 Registration Form" within 60 days after

the startup of production. 40 C.F.R. § 49.160(c)(1)(iv).

V. STIPULATED FACTS

3 5. In July 2017, Respondent entered into an agreement to purchase oil and natural gas production assets on the FBIR from Halcon Resources Corporation, Halcon Holdings, Inc.,

and their subsidiaries. The sale closed on or around September 7, 2017.

36. HRC Operating, LLC, a predecessor entity of Halcon Holdings, Inc., continued to operate

certain assets subject to the sale referenced in paragraph 35 until November 21, 2017.

37. On September 19, 2017, the EPA conducted onsite inspections for compliance with the FBIR FIP at ten well pads owned by Bruin E&P Partners, LLC (Bruin) (or its subsidiaries)

and operated by HRC Operating, LLC under a transition services agreement with Bruin. Using an IR camera, the EPA observed Vapor Control Systems at eight often Well Pads inspected were emitting vapors directly to the atmosphere. Well Pads where emissions were

observed are listed on Attachment B.

38. On August 1, 2018, the EPA accepted Bruin's March 28 and April 9, 2018, proposals to

enter into an audit agreement to audit all oil and natural gas production operations on the

FBIR for compliance with the CAA under EPA's policies entitled "Incentives for SelfPolicing:

Discovery, Disclosure, Correction and Prevention of Violations" (Audit Policy),

65 Fed. Reg. 19,618 (Apr. 11, 2000), and "Interim Approach to Applying the Audit Policy to New Owners" (Interim Approach), 73 Fed. Reg. 44,991 (Aug. 1, 2008).

39. On January 24, 2019, Bruin provided its final audit report. By agreement of the parties,

Bruin provided supplemental information to its audit repoti in February and March 2019. For purposes of this Agreement, any disclosures submitted by Bruin after August 1, 2018 and by March 31, 2019 shall collectively be "Bruin's Voluntary Self-Disclosure."

40. Bruin is a corporation doing business in the State of North Dakota and on the FBIR. Respondent is a "person" as defined in section 302(e) of the Act, 42 U.S.C. § 7602(e).

41. Respondent is the owner and operator, as defined by section 111(a)(5) of the Act, 42 U.S.C.

§ 7411(a)(5), and 40 C.F.R. § 49.4163(a)(13), of the Well Pads listed in Attachments A and

B.

42. Pursuant to EPA's Audit Policy, Bruin hereby certifies and warrants as true for all the

violations listed in Attachment A, the following facts upon which this Agreement is based:

a. The violations were discovered through an audit or through a compliance management system reflecting due diligence;

b. The violations were discovered voluntarily;

8

c. The violations were promptly disclosed to the EPA in writing, as detailed in Bruin's Voluntary Self-Disclosure;

d. The violations were disclosed prior to commencement of an agency inspection or investigation, notice of citizen suit, filing of a complaint by a third party, reporting of the violations by a "whistleblower" employee, or imminent discovery by a regulatory agency;

e. The violations have been corrected and Bruin is, to the best of its knowledge and belief, in full compliance with CAA§ 111, 42 U.S.C. § 7411, its implementing regulations, and the NSR FIP, as set forth in Attachment A, hereby incorporated by reference;

f. Appropriate steps have been taken to prevent a recurrence of the violations;

g. The violations have not resulted in serious actual harm nor presented an imminent and substantial endangerment to human health or the environment and they did not violate the specific terms of any judicial or administrative Final Order or Agreement; and

h. Respondent has cooperated as requested by EPA.

43. As of June 2018, Respondent has conducted a field survey of all oil and natural gas operations on the FBIR, which included an evaluation of the condition of all PRDs/thief hatches, mountings, and gaskets at each Storage Tank at a Tank System, and the possibility of upgrading such equipment to reduce the likelihood of VOC emissions.

44. As of June 2018, Respondent has ensured that every thief hatch is either welded or mounted with a suitable gasket to the Storage Tank to prevent VOC emissions at the attachment point to the Storage Tank. Respondent has repaired, replaced, or upgraded PRDs/thief hatches, mountings, and gaskets where evaluation indicated the presence of VOC emissions.

45. As of June 2018, Respondent has conducted an OGI Camera Inspection of all Tank System openings (e.g., PRDs/thief hatches) from all associated Production Operations to determine if the Tank Systems were emitting VOCs. If VOC emissions were observed during the OGI Camera Inspection, Respondent repaired or replaced the component causing the emissions. Respondent resurveyed each Tank System, using an OGI Camera Inspection, to verify that the repair or replacement was successful.

46. As of October 2018, Respondent has, using a third-party engineer, conducted an engineering evaluation of all Tank Systems to ensure Vapor Control Systems are adequately designed and sized. Where the engineering evaluation found a Vapor Control System was not adequately designed or sized, Respondent has completed modifications to ensure all vapors are routed to a control device.

47. At all times relevant to this Agreement, Respondent conducted oil and natural gas production operations in the "Bakken Pool," as defined by 40 C.F.R. § 49.4163(a)(1).

48. Each of the Well Pads on Attachment A are an "oil and natural gas production facility,"

within the meaning of the FIP, 40 C.F.R. § 49.4163(a)(1).

49. Each of the Well Pads on Attachment B has one or more oil and natural gas wells that was

completed or recompleted on or after August 12, 2007.

50. The Well Pads listed on Attachment B are, or were at all times relevant to this Agreement,

subject to the requirements of the FIP.

51. Based on the EPA's September 2017 inspections and information provided in Bruin's Voluntary Self-Disclosure the EPA alleges Bruin violated one or more of the following requirements of the FBIR FIP at one or more of the Well Pads identified on Attachment B for varying lengths of time between September 7, 2017 and the Effective Date of this Agreement:

a. "Each owner or operator must operate and maintain all liquid and gas collection, storage, processing and handling operations, regardless of size, so as to minimize leakage of natural gas emissions to the atmosphere." 40 C.F.R. § 49.4164(a).

b. Within 90 days of the first date of production, "each owner or operator must ... [r]oute

all standing, working, breathing, and flashing losses from the produced oil storage tanks

and any produced water storage tank interconnected with the produced oil storage tanks through a closed vent system to ... (i) [a]n operating system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or

other beneficial use; or (ii) an enclosed combustor or utility flare capable of reducing

the mass content of VOC ... by at least 98.0 percent." 40 C.F.R. § 49.4164(d)(2).

c. "Each owner or operator must equip all openings on each produced oil storage tank and

produced water storage tank interconnected with produced oil storage tanks with a cover to ensure that all natural gas emissions are efficiently being routed through a closed-vent system to a vapor recovery system, an enclosed combustor, a utility flare, or a pit flare." 40 C.F.R. § 49.4165(a).

d. "Each cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves (PRV), and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the produced oil and produced water in the storage tank." 40 C.F.R. § 49.4165(a)(1).

e. "Each cover opening shall be secured in a closed, sealed position (e.g., covered by a

gasketed lid or cap) whenever material is in the unit on which the cover is installed

except during those times when it is necessary to use an opening [to add or remove material, inspect or sample material, or inspect or repair equipment]." 40 C.F.R. § 49.4165(a)(2).

f. "Each thief hatch cover shall be weighted and properly seated." 40 C.F.R. § 49.4165(a)(3).

g. "Each PRV shall be set to release at a pressure that will ensure that natural gas emissions are routed through the closed-vent system to the [control device] under normal operating conditions." 40 C.F.R. § 49.4165(a)(4).

h. "Each closed-vent system must route all produced natural gas and natural gas emissions

from production and storage operations to the natural gas sales pipeline or the control devices required by [40 C.F.R. § 49.4165(a)]." 40 C.F.R. § 49.4165(b)(1).

i. "All vent lines, connections, fittings, valves, relief valves, or any other appurtenance

employed to contain and collect natural gas, vapor, and fumes and transport them to a natural gas sales pipeline and any VOC control equipment must be maintained and operated properly at all times." 40 C.F.R. § 49.4165(b)(2).

j. "Each closed-vent system must be designed to operate with no detectable natural gas emissions." 40 C.F.R. § 49.4165(b)(3).

NSPS Subpart JJJJ

52. Bruin owns and operates SSI internal combustion engines, as that term is defined by 40

C.F.R. § 60.4248, subject to NSPS subpart JJJJ on the FBIR.

53. NSPS subpart JJJJ requires owners and operators of SSI internal combustion engines greater than 25 horsepower (HP) and less than or equal to 500 HP to "keep a maintenance plan and records of conducted maintenance and must, to the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for

minimizing emissions. In addition, you must conduct an initial performance test to demonstrate compliance." 40 C.F.R. § 60.4243(b)(2)(i).

54. Based on information provided in Bruin's Voluntary Self-Disclosure, Bruin failed to conduct initial performance testing on SSI internal combustion engines greater than 25 HP

and less than or equal to 500 HP at certain of the Well Pads and for the time periods listed

on Attachments A and B, in violation of NSPS subpart JJJJ and section 111 of the CAA.

55. NSPS subpart JJJJ requires owners and operators of SSI internal combustion engines greater than 500 HP to "keep a maintenance plan and records of conducted maintenance and must, to the extent practicable, maintain and operate the engine in a manner consistent

with good air pollution control practice for minimizing emissions. In addition, you

must

conduct an initial performance test and conduct subsequent performance testing every 8,760 hours or 3 years, whichever comes first, thereafter to demonstrate compliance." 40

C.F.R. § 60.4243(b) (2) (ii).

11

56. Based on information provided in Bruin's Voluntary Self-Disclosure, Bruin failed to conduct performance testing on SSI internal combustion engines greater than 500 HP at certain of the Well Pads and for the time periods listed on Attachments A and B, in violation of NSPS subpart JJJJ and section 111 of the CAA, 42 U.S.C. § 7411.

57. Each violation of NSPS subpart JJJJ constitutes a violation of section 111 of the Act, 42

u.s.c. § 7411.

NSPS Subpart 0000

58. Bruin owns and operates storage vessels, as that term is defined by 40 C.F.R. § 60.5430, in

the oil and natural gas production segment located on the FBIR.

59. Storage vessels at the Tabeguache Well Pad listed on Attachment B were constructed, modified, or reconstructed after August 23, 2011, and on or before September 18, 2015 and

are subject to NSPS 0000.

60. Based on the EPA's September 2017 inspections and information provided in Bruin's Voluntary Self-Disclosure the EPA alleges Bruin violated one or more of the following requirements of NSPS 0000 at the Tabeguache Well Pad listed on Attachment B between September 7, 2017 and the Effective Date of this Agreement:

a. "At all times, including periods of startup, shutdown, and malfunction, owners and operators shall maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions." 40 C.F.R. § 60.5370(b).

b. "The cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the liquid in the storage vessel or wet seal fluid degassing system." 40 C.F.R. § 541.1(b)(1).

c. "Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to [to add or remove material, inspect or sample material, inspect or repair equipment, or vent liquids, gases or fumes through a closed vent system designed and operated in accordance with subpart 0000 to a control device or to a process]." 40 C.F.R. § 541.1(b)(2).

d. "Each storage vessel thief hatch shall be equipped, maintained and operated with a weighted mechanism or equivalent, to ensure that the lid remains properly seated." 40 C.F.R. § 60.541 1(b)(3).

e. Owners and operators "must design the closed vent system to route all gases, vapors, and fumes emitted from the material in the storage vessel to a control device that meets

the requirements specified in § 60.5412(c) and (d), or to a process." 40 C.F.R.

§ 60.541 1(c)(1).

12

f. Owners and operators "must design and operate a closed vent system with no detectable

emissions, as determined using olfactory, visual and auditory inspections." 40 C.F.R.

§ 60.541 1(c)(1).

61. Each violation of NSPS subpart 0000 constitutes a violation of section 111 of the Act, 42

U.S.C. § 7411.

NSPS Subpart 0000a

62. Bruin owns and operates storage vessels, as that term is defined by 40 C.F.R. § 60.5430a,

in the oil and natural gas production segment located on the FBIR.

63. Storage vessels at the Sneffels and Wilson Well Pads listed on Attachment B were constructed, modified, or reconstructed after September 18, 2015 and are subject to NSPS

0000a.

64. Based on the EPA's September 2017 inspections and information provided in Bruin's Voluntary Self-Disclosure the EPA alleges Bruin violated one or more of the following requirements of NSPS 0000a at the Sneffels and Wilson Well Pads listed on Attachment B between September 7, 2017 and the Effective Date of this Agreement:

a. "At all times, including periods of startup, shutdown, and malfunction, owners and operators shall maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions." 40 C.F.R. § 60.5370a(b).

b. "The cover and all openings on the cover (e.g., access hatches, sampling ports, pressure

relief devices and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the liquid in the storage vessel or wet seal fluid degassing system." 40 C.F.R. § 5411(6)(1).

c. "Each cover opening shall be secured in a closed, sealed position (e.g., covered by a

gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to use an opening to [to add or remove material, inspect or sample material, inspect or repair equipment, or vent liquids,

gases

or fumes through a closed vent system designed and operated in accordance with subpart 0000a to a control device or to a process]." 40 C.F.R. § 541 1a(b) (2) .

d. "Each storage vessel thief hatch shall be equipped, maintained and operated with a weighted mechanism or equivalent, to ensure that the lid remains properly seated and sealed under normal operating conditions, including such times when working, standing/breathing, and flash emissions may be generated." 40 C.F.R. § 541 1a(b) (3) .

e. Owners and operators "must design the closed vent system to route all gases, vapors, and fumes emitted from the material in the storage vessel to a control device that meets

the requirements specified in §60.5412a(c) and (d), or to a process." 40 C.F.R.

§ 541 1a(c) (1) .

13

f. Owners and operators "must design and operate a closed vent system with no detectable

emissions, as determined using olfactory, visual and auditory inspections." 40 C.F.R.

§ 60.541 1a(c) (2) .

65. Each violation of NSPS subpart 0000a constitutes a violation of section 111 of the Act,

42 u.s.c. § 7411.

NSR FIP

66. Certain of the Well Pads on Attachment A are minor sources, as that term is defined by 40

C.F.R. § 49.152.

67. Based on information provided in Bruin's Voluntary Self-Disclosure, Bruin failed to submit Part 1 Registration Forms or Part 2 Registration Forms for certain of the Well Pads

and for the time periods listed on Attachment A, in violation of 40 C.F.R. § 49.160.

VII. TERMS OF CONSENT AGREEMENT

68. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b) (2), Respondent:

- a. admits the EPA has jurisdiction over the subject matter alleged in this Agreement;
- b. neither admits nor denies the alleged violations of law stated above;
- c. consents to the assessment of a civil penalty as stated below;
- d. consents to the issuance of any specified compliance or corrective action order;
- e. consents to any conditions specified in this Agreement;
- f. waives any right to contest the alleged violations of law; and
- g. waives its rights to appeal the Final Order issued by the RJO approving this Agreement.

69. For the purpose of this Agreement, Respondent:

- a. agrees that this Agreement states a claim upon which relief may be granted against

Respondent;

b. acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;

c. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue

14

of fact or law set forth in this Agreement, including any right of judicial review under section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);

d. consents to personal jurisdiction in any action to enforce this Agreement, in the United States District Court for the District of North Dakota; and

e. waives any rights it may possess at law or in equity to challenge the authority of the

EPA to bring a civil action in a United States District Court to compel compliance with the Agreement, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

70. Civil Penalty.

a. EPA agrees, based upon the facts and information submitted by Respondent and upon Respondent's certification herein to the veracity of this information, that Respondent has satisfied all of the conditions set forth in the Audit Policy for violations described in Attachment A and thereby qualifies for 100% reduction of the gravity component of the civil penalty that otherwise would apply to these violations. The EPA determined economic benefit associated with the violations in Attachment A was insignificant.

b. Violations listed in Attachment B do not qualify for Audit Policy coverage.

c. To determine the amount of the civil penalty to be assessed pursuant to section 113(e)(1) of the Act, 42 U.S.C. § 7413(e)(1) for violations listed in Attachment B, the EPA took into account, in addition to such other factors as justice may require, the size of the business, the economic impact of the penalty on the business, the violators' full compliance history and good faith efforts to comply, the duration of the violations as established by any credible evidence, payment by the violators of penalties previously assessed for the same violations, the economic benefit of noncompliance, and the seriousness of the violations.

d. Respondent agrees to pay a civil penalty of \$105,000 (EPA Penalty) to the United States within 30 calendar days of the Effective Date of this Agreement.

e. Respondent will pay the EPA Penalty using any method, or combination of methods, provided on the website <http://www2.epa.gov/financial/additional-instructionsmaking-payments-epa>.

f. Respondent will identify each and every payment with the docket number that

appears on this Agreement.

g. Within 24 hours of payment of the EPA Penalty, Respondent will send proof of payment to Alex North at north.alexis@epa.gov ("proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information

15

required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the docket number that appears on this Agreement).

71. If Respondent fails to timely pay any portion of the EPA Penalty assessed under this

Agreement, the EPA may:

a. request the Attorney General bring a civil action in an appropriate district court to

recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);

b. refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;

c. collect the debt by administrative offset (i.e., the withholding of moneys payable by the United States to, or held by the United States for, a person to satisfy the debt the

person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. part 13, subparts C and H; and

d. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify

Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

72. The EPA has compromised the civil penalty pursuant to section 113(d)(2)(B) of the Act, 42

U.S.C. § 7413(d)(2)(B).

73. As a condition of settlement, Respondent agrees to the following:

a. The requirements of this paragraph shall apply to all Tank Systems listed on Attachment C.

b. Directed Inspection and Preventative Maintenance Program: The DI/PM Program must be conducted pursuant to a written standard operating procedure (SOP) prepared by Respondent, pursuant to paragraph 73.b.i, below, which has been submitted and reviewed by the EPA. Respondent shall implement the DI/PM program at each Tank System, and associated Well Pad, by 60 days after the Effective Date. Respondent is not required to implement the requirements of this

paragraph at a Well Pad where all Tank Systems are not in Active Use and remain not in Active Use, so long as Respondent, upon returning one or more Tank System(s) to Active Use, performs the actions specified in subparagraph 73.b.ii at the Well Pad within seven days and performs the actions specified in subparagraph 73.b.iii at the Well Pad within 30 days. Subparagraph 73.b.ii shall be implemented weekly; subparagraph 73.b.iii shall be implemented in accordance with the schedule set forth therein. The DI/PM Program shall be comprised of the following:

16

i. Include a SOP with the following, at a minimum: 1) a list of the parameters to be checked during A VO inspections, 2) identify and describe the procedures for documentation of compliance with DI/PM program requirements, 3) include an initial schedule for long-term maintenance, inspection, and replacement schedules for wear equipment; 4) describe the procedures for implementing periodic OGI Camera Inspections, including schedules. The DI/PM Program SOP may be updated as needed without additional review by the EPA.

11. Address system-wide inspection, response, and preventative maintenance procedures for the Vapor Control Systems, including:

1. Audible, Visual or Olfactory Inspection: A VO walk-around inspection of all Tank Systems to check for VOC emissions (including while Storage Tank(s) are receiving Produced Oil from Production Operations), including checking for hissing, new stains, evidence of a spill, or other indicators of operational abnormalities.

The A VO walk-around inspection shall also check the following parameters, where relevant, on the following equipment on a weekly basis:

a. Separators and Heater-Treaters - final stage of separation operating pressure and temperature¹ set point of any device restricting final stage Separator or Heater-Treater dump flow rate (e.g., device not stuck open), and valves in correct position.

b. Tank System - PRDs/thief hatches (including that thief hatches are closed and latched), tank valve/load line/drain valve leaks, and seals.

c. Vapor Control System - combustion device checks that burner is operational, no Visible Smoke Emissions, and presence of a pilot light, liquid knockout drained as necessary, inlet valves functioning properly, and auto-ignitor in good working condition.

111. Periodic OGI Camera Inspections: For a period of three years from the Effective Date, Respondent shall undertake an OGI Camera Inspection program at all Tank Systems, all associated combustion devices and all other components at the associated Well Pad, beginning with and moving downstream from the first valve off of the wellhead (but excluding components located in a Heater-Treater shed), that have the potential to emit VOCs, in accordance with the following requirements:

1. OGI Camera Inspections shall be performed on the schedule set forth in the table below. Respondent shall coordinate with and have

17

regular communications with the MHA Nation on OGI Camera Inspections.

FBIR Well Pads Based on Frequency of OGI Camera

Regulation Aoolicability Insoections

FIP Well Pad location Quarterly

0000 Well Pad location Monthly

0000a Well Pad location Tank System: Monthly

Entire Well Pad: Semiannually

2. These inspections must be conducted pursuant to a written SOP prepared by Respondent and submitted for review and comment by the EPA. During the OGI Camera Inspection, Respondent shall also . confirm, for each combustion device used in the associated Vapor Control System, that a pilot light is present and that there are no Visible Smoke Emissions. These periodic OGI Camera Inspections shall begin upon the Effective Date.

3. In the event that VOC emissions from a Tank System opening (e.g., PRD/thief hatch), or from a combustion device used in the associated Vapor Control System without flame presence indicating combustion, are observed or detected during an inspection under this paragraph, or that a combustion device is observed to not have a pilot light present or to have Visible Smoke Emissions during an inspection under this paragraph, Respondent shall comply with the requirements of paragraph 73 .c (Reliable Information, Investigation, and Corrective Action).

4. In the event that VOC emissions are observed at any component other than Storage Tank openings (e.g., PRD/thiefhatch), Respondent shall:

a. Complete all necessary corrective actions to address the VOC emissions as soon as practicable, but no later than 30 Calendar

Days after detection of the fugitive emissions; or

b. If Respondent is unable to complete all necessary corrective actions to address the VOC emissions within 30 Calendar Days because the corrective actions are technically infeasible or would require a temporary shut-in of Production Operations, the corrective action must be completed during the next temporary shut-in of the relevant Production Operations or within two years, whichever is earlier.

18

iv. Record Maintenance: Respondent shall maintain for a period of three years records of the following for each inspection and this information shall be summarized in a table and submitted with each Semi-Annual Report:

1. The date, Well Pad, Tank System, number, of Storage Tanks inspected, and number of combustion devices inspected;
2. The date of any instance where Reliable Information is observed or VOC emissions are observed from any other component required to be inspected under this paragraph;
3. The model and manufacturer, where available, of any combustion devices found with Reliable Information; and
4. When Reliable Information is observed: (i) the date, Well Pad, and a description of the component and emissions; (ii) the date(s) corrective actions were made, including a description of the corrective actions; (iii) the location of where the corrective action was performed (e.g., NDIC #, Tank#, component repaired, corrected, etc.); (iv) the date and results of a Post-Repair OGI Camera Inspection; and (iv) if corrective actions are delayed pursuant to subparagraph 73.c.i.2, a description of the reason for delay.

c. Reliable Information, Investigation and Corrective Action.

i. Within five Calendar Days after Respondent obtains any Reliable Information, Respondent shall either:

1. Complete all necessary corrective actions to address the Reliable Information and conduct a Post-Repair OGI Camera Inspection; unless there is a regularly scheduled OGI Camera Inspection within 15 days of the corrective action, then that OGI Camera Inspection may serve as the Post-Repair OGI Camera Inspection; or
2. Temporarily shut-in Production Operations associated with the Tank System. The five-day period to complete all necessary corrective actions or temporarily shut-in shall be extended an

additional 10 Calendar Days due to any of the following:

- a. parts are unavailable due to back orders, shipment delay, etc.;
- b. major safety concerns (specific reason must be documented);
- c. unavailable outside resources after contacting a reasonable number of vendors/contractors (specific reason and contacts must be documented).

19

ii. For each Tank System with associated Production Operations temporarily shut-in pursuant to the requirements of this paragraph, Respondent shall document in a spreadsheet the following:

- 1. The date Reliable Information was obtained resulting in a temporary shut-in;
- 2. The Tank System identification;
- 3. The date that such Production Operations were temporarily shut-in;
- 4. The date(s) corrective action(s) were made, including a description of the corrective action(s);
- 5. The date of the Post-Repair OGI Camera Inspection; and a summary of the results of that inspection; and
- 6. The date that Production Operations were resumed.

111. For each instance where Respondent obtains Reliable Information, and within the deadline provided in subparagraph 73.c.i.1 above, completes all necessary corrective actions, Respondent shall document the following:

- 1. The date Reliable Information was obtained;
- 2. The identification of the Tank System, location of observed emission (e.g., component type);
- 3. The date corrective actions were made; including a description of the corrective actions; and
- 4. The date and results of the Post-Repair OGI Camera Inspection after Reliable Information is detected, and the corrective actions performed.

iv. Respondent shall attach copies of the spreadsheets required by this paragraph to the next Semi-Annual Report that follows at least 30 days after corrective actions or any required OGI Camera Inspection is completed.

d. Electronic Tank Pressure Monitors. By the Effective Date, and for a period of three years from the Effective Date (subject to subparagraph 73.d.v), at all Tank Systems, Respondent shall install, calibrate (in accordance with manufacturer recommendations, if available), operate, and maintain one electronic pressure monitor per battery of Storage Tanks where head spaces are manifolded together. Each electronic pressure monitor shall continuously measure and record pressure

data (e.g., one measurement every 1 minute), which shall be transmitted and stored
20

in a company database in a format that is capable of being downloaded for review. Each electronic pressure monitor shall be connected to the onsite operations interface panel and a remote notification will be triggered when a measurement has exceeded the Trigger Point.

1. Respondent shall continue to evaluate calibration and optimize electronic pressure monitor performance and reliability. This will allow Respondent, and its contractors or electronic pressure monitor vendors, an opportunity to ensure that the electronic pressure monitors, to the greatest extent practicable, are producing quality data that may be used to identify the potential for overpressurization

of Tank Systems (e.g., optimization of electronic pressure monitor location, determination of electronic pressure measurements and frequency indicative of potential for over-pressurization).

ii. If an electronic pressure monitor measurement exceeds the Trigger Point for a Tank System (thereby triggering the interface panel alarm at the Well Pad), Respondent shall conduct a site investigation prior to resetting the interface panel alarm. The investigation shall include a site visit to test the electronic pressure monitor and the operating parameters of the associated Tank System. During the site visit, Respondent shall either conduct an OGI Camera Inspection or an AVO inspection of the Tank System. The investigation shall be completed no later than five Calendar Days following the date of the electronic pressure monitor measurement that exceeded the Trigger Point unless the fifth day would fall on a non-Business Day, in which case the investigation shall be completed by the end of the next Business Day. In the event a Tank System requires three site investigations in a consecutive 30 Calendar Day period, Respondent shall conduct a VCS Root Cause Analysis which may be conducted by Respondent personnel, contractors, or consultants.

iii. Respondent shall maintain records of the following and this information shall be provided in a spreadsheet (unless the Parties agree in writing to a different format) with each Semi-Annual Report: (i) the date, time, location, and numerical value of all electronic pressure readings in excess of the Trigger Point; and (ii) the date and results of all corresponding site investigations and all corresponding VCS Root Cause Analyses.

iv. At any time, Respondent may submit to the EPA a request for alternative criteria (e.g., pressure measurements and number of measurements in a given time period) triggering a site investigation or VCS Root Cause Analysis. The

EPA may grant or deny Respondent's request in whole or in part.

v. After at least 18 months of operation of the digital pressure monitors, including the six-month performance optimization period, if Respondent demonstrates that it is infeasible or overly burdensome in relation to the benefits to continue operating one or more of the electronic pressure

21

monitors, Respondent may discontinue operation of and remove the electronic pressure monitor(s). As part of Respondent's demonstration, Respondent shall submit to the EPA an analysis of operation and maintenance of such monitors to date, including a summary of all measurements triggering site investigations or VCS Root Cause Analyses, the results of those site investigations or analyses, and corrective actions taken. Operation of an electronic pressure monitor shall be considered infeasible if (i) the monitor cannot be kept in proper condition (including calibration) for sufficient periods of time to produce reliable, adequate, or useful measurements; or (ii) recurring, chronic, or unusual equipment adjustment, servicing, or replacement needs cannot be resolved through reasonable expenditures.

74. The provisions of this Agreement shall apply to and be binding upon Respondent, its successors and assigns. No closing or transfer of ownership or operation of any portion of

or interest in the facilities identified on Attachment C shall relieve Respondent of its

obligation to comply with the terms of this Agreement unless:

a. Respondent provides written notice and a copy of this Agreement to the proposed transferee at least 30 days prior to closing and simultaneously provides written notice of the transfer, together with a copy of the Purchase and Sale Agreement (PSA) to the EPA;

b. The transferee agrees in the PSA to undertake the obligations and liabilities of this Agreement and to be bound by the terms thereof;

c. The transferee agrees in writing to be substituted for Respondent for all provisions in this Agreement and to be bound by the terms thereof, including implementation of the conditions of settlement set forth in paragraph 73 of the Agreement (unless already satisfactorily implemented by Respondent), but excepting paragraph 70 (Civil Penalty);

d. Respondent submits information to demonstrate the transferee has both the financial and technical capability to perform the obligations in paragraph 73 of this Agreement;

e. The EPA approves Respondent's request to be relieved of its obligations under this Agreement, which approval shall not be unreasonably withheld,

conditioned, or delayed.

75. Upon receipt of a request by Respondent to transfer the obligations of this Agreement, as

provided in paragraph 74 above, the EPA shall have 30 calendar days to object to the request. If the EPA denies the request to transfer the obligations of this Agreement the

Parties will follow the Dispute Resolution process set forth in Section VIII of this Agreement. The EPA shall bear the burden of showing that any objection to relieving Respondent of its obligations of this Agreement was not unreasonable.

22

76. This Agreement shall not be construed to prohibit a contractual allocation-as between

Bruin and any purchaser or transferee of the facilities identified in Attachment C-ofthe

obligations of compliance with this Agreement, provided, however, that such contractual allocation shall not relieve Respondent of its obligations under the Agreement unless and

until the provisions of paragraphs 70 and 73 have been met, subject to the right of transfer

as provided in paragraph 74.

77. By signing this Agreement, Respondent acknowledges that this Agreement will be available to the public and agrees that this Agreement does not contain any confidential

business information or personally identifiable information.

78. The undersigned representative of Respondent certifies he or she is fully authorized to

execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

79. The Parties agree that this Agreement may be signed in any number of counterparts, each of

which-will be deemed an original and, when taken together, constitute one agreement; the

counterparts are binding on the parties individually as fully and completely as if the Parties

had signed one single instrument, so that the rights and liabilities of the Parties will be

unaffected by the failure of any of the undersigned to execute any or all of the counterparts;

any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Agreement and any signature page

may be transmitted electronically (e.g., a PDF file).

80. By signing this Agreement, both Parties agree that each Party's obligations under this

Agreement constitute sufficient consideration for the other Party's obligations.

81. By signing this Agreement, Respondent certifies that the information it has supplied

concerning this matter was at the time of submission true, accurate, and complete for each

such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 u.s.c. § 1001.

82. Except as qualified by paragraph 71, each Party shall bear its own attorney's fees, costs,

and disbursements incurred in this proceeding.

VIII. DISPUTE RESOLUTION

83. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Agreement. Respondent's failure to seek resolution of a dispute under this Section shall preclude Respondent from raising any such issue as a defense to an action by EPA to enforce any obligation of Respondent arising under this Agreement.

23

84. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Respondent sends EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 days from the date the dispute arises, unless that period is

extended by written agreement. If the EPA and Respondent cannot resolve a dispute by informal negotiations, then the position advanced by EPA shall be considered binding unless, within 45 days after the conclusion of the informal negotiation period, including any

agreed extension of the period for negotiation under this paragraph, Respondent invokes formal dispute resolution procedures as set forth below.

85. Formal Dispute Resolution. Respondent shall invoke formal dispute resolution procedures,

within the time period provided in the preceding paragraph, by serving on EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Respondent's position and any supporting documentation relied upon by Respondent.

86. EPA shall serve its Statement of Position within 45 days of receipt of Respondent's Statement of Position. EPA's Statement of Position shall include, but need not be limited

to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by EPA. EPA's Statement of Position shall be binding on

Respondent, unless Respondent requests alternative dispute resolution in accordance with

the following paragraph.

87. Respondent may request that EPA coordinate to designate a neutral party for dispute resolution. If the Parties cannot agree on a neutral party, Respondent may request the Regional Administrator or the RJO appoint a neutral party to proceed with dispute resolution.

88. The invocation of dispute resolution procedures under this Section shall not, by itself,

extend, postpone, or affect in any way any obligation of Respondent under this Agreement,

unless and until final resolution of the dispute so provides.

IX. EFFECT OF CONSENT AGREEMENT AND FINAL ORDER

89. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement

resolves only Respondent's liability for federal civil penalties for the violations specifically

alleged above.

90. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1),

Respondent will not deduct penalties paid under this Agreement for federal tax purposes.

91. This Agreement constitutes the entire agreement and understanding of the Parties and

supersedes any prior agreements or understandings, whether written or oral, among the Parties with respect to the subject matter hereof.

24

92. Any violation of this Agreement, and subsequently issued final order approving this Agreement, may result in a civil judicial action for an injunction or civil penalties of up to

\$99,681 per day per violation, or both, as provided in section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in section 113(c) of the

Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Agreement in an administrative, civil judicial, or criminal action.

93. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws, nor shall it restrict

EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be

construed to be a ruling on, or determination of, any issue related to any federal, state, or

local permit.

94. Nothing herein shall be construed to limit the power of the EPA to undertake any action

against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

95. If and to the extent EPA finds, after signing this Agreement, that any information provided

by Respondent was materially false or inaccurate at the time such information was provided

to EPA, EPA reserves any and all of its legal and equitable rights.

X. TERMINATION

96. Upon payment of the EPA Penalty in accordance with paragraph 70 and demonstration of

compliance with paragraph 73 for three years after the Effective Date of this Agreement,

Respondent shall provide a Statement of Completion along with the final Semi-Annual Report.

97. The Statement of Completion shall certify that Respondent is in substantial and material

compliance with all requirements of this Agreement.

98. After reviewing the Statement of Completion, EPA shall provide a Confirmation of Termination or notify Respondent of outstanding compliance items within 90 days of receipt.

XI. 42 U.S.C. SECTION 162(Q)(2)(A)(ii) IDENTIFICATION

99. For purposes of the identification requirement of section 162(f)(2)(A)(ii) of the Internal

Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of paragraphs 73 and 74, is restitution or required to come into compliance with law.

XII. EFFECTIVE DATE

100. Respondent and Complainant agree to issuance of a final order approving this Agreement.

Upon filing, the RJO will transmit a copy of the filed Agreement to the Respondent. This

Agreement and subsequently issued Final Order shall become effective after execution of the Final Order by the RJO, on the date of filing with the Hearing Clerk.

25

The foregoing Consent Agreement In the Matter of Bruin E&P Partners, LLC is Hereby Stipulated, Agreed, and Approved.

Signature Date

Printed Name: brl~t,,hV&A- --, __--'-'-'-'-'-'=---'-----...;;; __ _ _/;; __ _ _ _ _ _ _ _ _ _ _

Title:

Address:

Respondent's Federal Tax Identification Number:

RESPONDENT

UNITED STATES ENVIRONMENTAL

PROTECTION AGENCY, REGION 8,
Suzanne J. Bo an, Director
Enforcement and Compliance Assurance Division
United States Environmental Protection Agency
1595 Wynkoop Street, SENF-IO
Denver, Colorado 80202- 1129

COMPLAINANT

Dai I

26

Attachment A to Consent Agreement In the Matter of Bruin EP Partners, LLC

••I •Facility

Anderson Pad

Missouri 2 Pad

2

Cameron 2 Pad

3

Pyramid 3 Pad

4

Windom2 Pad

5

Little Bear 3 Pad

6

i• ••• ; FacilityID

.1 ••••• ••••• •••••••••• Locatioff

Nature of

Violation.

FB 151-94-26B-35-10H, Fort Berthold Failure to submit

Part 1 Registration

Form 30 days prior

to beginning

construction

FB 15 1-94-26B-35-1 1H, Indian

FB 151-94-26B-35-12H, Reservation

FB 151-94-26B-35-13H,

FB 151-94-26B-35-15H,

FB 151-94-26B-35-16H

FB 152-94-14D-1 1-16H,

FB 152-94-14D-1 1-19H,

FB 152-94-14D-2-13H,

FB 152-94-14D-2-15H
FB 1 52-94-1 5B-22-8H,
FB 152-94-15B-22-9H
FB 147-94-2A-11-1 1H,
FB 147-94-2A-11-12H,
FB 147-94-2A-1 1-13H,
FB 147-94-35D-26-14H
FB 147-94-1B-12-13H,
FB 147-94-1B-12-4H,
FB 147-94-1B-12-SH,
FB 147-94-1B-12-6H,
FB 147-94-1B-12-7H,
FB 147-94-1B-12-8H
FB 148-94-28A-33-12H,
FB 148-94-28A-33-13H,
FB 148-94-28A-33-14H,
FB 148-94-28A-33-15H

Fort Berthold Failure to submit
Indian Part 1 Registration
Reservation Form 30 days prior
to beginning
construction

Fort Berthold Failure to submit
Indian Part 1 Registration
Reservation Form 30 days prior
to beginning
construction

Fort Berthold Failure to submit
Indian Part 1 Registration
Reservation Form 30 days prior
to beginning
construction

Fort Berthold Failure to submit
Indian Part 1 Registration
Reservation Form 30 days prior
to beginning
construction

Fort Berthold Failure to submit
Indian Part 1 Registration

Reservation Form 30 days prior
to beginning
construction

A-1

llegLllatory

Citatic)Q

40 C.F.R. §

49.160(c)(1)(iv)

40 C.F.R. §

49.160(C)(1)(iv)

40 C.F.R. §

49.160(C)(1)(iv)

40 C.F.R. §

49.J 60(C)(1)(iv)

40 C.F.R. §

49.J 60(C)(1)(iv)

40 C.F.R. §

49.160(C)(1)(iv)

I

n~e / Date.of

. NoncompH~nJ~e Corre~tive .Acticms

Began.. l'akell

11/16/2017 1 9/28/2018 1 Part 1 Registration

10/13/2018

8/19/2018

6/13/2018

3/8/2018

3/8/2018

Form submitted and

compliance

management system

adopted.

10/27/2018 I Part 1 Registration

Form submitted and

compliance

management system

adopted.

9/28/2018 1 Part 1 Registration

Form submitted and

compliance

management system

adopted.

9/28/2018 I Part 1 Registration

Form submitted and

compliance

management system

adopted.

9/28/2018 I Part 1 Registration

Form submitted and

compliance

management system

adopted.

9/28/2018 IPart 1 Registration

Form submitted and

compliance

management system

adopted.

Attachment A to Consent Agreement In the Matter of Bruin EP Partners, LLC

: , : ' { ' ; . I • D f ; ; , ' , : , / ' , iDa.t~of ... 1 . < a,e . .

I.< • • , ,f,a~ili{y1D·

,', , , , • <Na,t.tlre . rr Regulatory CofrectiveActiorts

;~acility· Locati6n' 1 .N~ncompliance , , ' " ' ' / ' . . , , , . . , >.' ' ~~turn Jo, ,
1:akeh

s' ' ' , Violation : : . . .Citation . . . : :

' ' . : . , .Began,Complia:nce ' , : , : , : < . : ' ' , : ; ' ' : • , ' , ' ' ' ' , . :
' ' . , , '\ \

Windom 2 Pad FB 147-94-IB-12-13H, Fort Berthold Failure to submit 40 C.F.R. § 12/30/2018
2/5/2019 Part 2 Registration

FB 147-94-JB-12-4H, Indian Part 2 Registration 49:160(C)(1)(iv) Forn:i submitted,

FB 147-94-IB-12-SH, Reservation Form within 60 hired new person in

7 FB 147-94-IB-12-6H, days after startup of charge of

FB 147-94-1B-12-7H, production compliance,

FB 147-94-1B-12-8H compliance policy in

place.

Wilson Pad FB 148-94-33D-28-4H, Fort Berthold Failure to provide 40 C.F.R. § 7/11/2018
1/22/2019 Notification of well

FB 148-94-33D-28-SH, Indian notification of well 60.5420a(a)(2)(i) completion

8 FB 148-94-33D-28-7H Reservation completion submitted.

California Pad FB 147-94-1A-12-9H, Fort Berthold Failure to provide 40 C.F.R. §
8/14/2018 1/22/2019 Notification of well

management system

adopted.

Cameron Pad FB 152-94-15B-22-8H, Fort Berthold Failure to conduct 40 C.F.R. § 12/2/2017
7/9/2018 Engine testing

FB 152-94-15B-22-5H, Indian engine performance 60.4243(b)(2)(i) performed and

14 FB 152-94-15B-22-6H, Reservation test compliance

FB 152-94-15B-22-7H, management system

FB 152-94-15B-22-9H adopted.

Grays Pad FB 152-93-17D-08-5H, Fort Berthold Failure to conduct 40 C.F.R. § 12/4/2016
11/16/2018 Engine testing

FB 152-93-17D-08-6H, Indian engine performance 60.4243(b)(2)(ii) performed and

15 FB 152-93-17D-08-7H Reservation test compliance

management system

adopted.

Lincoln Pad FB 147-94-1B-12-3H, Fort Berthold Failure to conduct 40 C.F.R. § 10/27/2017
11/21/2018 Engine testing

FB 148-94-36C-25-3H Indian engine performance 60.4243(b)(2)(ii) performed and

16 Reservation test compliance

management system

adopted.

Pyramid Pad FB 147-94-2A-1 1-1H, Fort Berthold Failure to conduct 40 C.F.R. § 6/1/2018
7/17/2018 Engine testing

FB 147-94-2A-1 1-2H, Indian engine performance 60.4243(b)(2)(ii) performed and

FB 148-94-35D-26-1H, Reservation test compliance

17 FB 148-94-35D-26-2H, management system

FB 148-94-35D-26-1 1H, adopted.

FB 148-94-35D-26-1 2H,

FB 148-94-35D-26-13H

Windom Pad FB 148-94-36C-25-4H, Fort Berthold Failure to conduct 40 C.F.R. § 5/2/2018
7/18/2018 Engine testing

FB 148-94-36C-25-5H, Indian engine performance 60.4243(b)(2)(ii) performed and

FB 148-94-36C-25-6H, Reservation tests (four engines) compliance

18 FB 148-94-36C-25-7H, management system

FB 148-94-36C-25-8H, adopted.

FB 148-94-36C-25-9H,

FB 148-94-36C-25-12H

A-3

Attachment B to Consent Agreement In the Matter of Bruin EP Partners, LLC

.. . . .

•; "• .. I• DateNonc.ompliance• !)ate of.Ret11r11 .. Corrective Actions ,. F~cilify .
FacilifyJI;> Location Natftre of \liolittion .. Regulatory Citation . '

> , ' , ' , : ,

I ijegan to Compliance , Taken

; , " ; . _ ' , , " , ' , : . .

Challenger Pad FB 147-94-3A-I0-2H Fort Berthold Failure to conduct engine 40 C.F.R. § 60.4243(b) (2) (i) 5/27/2017 11/13/2017 Engine testing

Indian performance test performed and

I Reservation compliance

management system

adopted.

Sneffels Pad FB 147-94-2B-1 1-3H, Fort Berthold Failure to conduct engine 40 C.F.R. § 60.4243(b) (2) (ii) 11/0/2017 9/22/2017 Engine testing

FB 147-94-2B-1 1-4H, Indian performance test performed and

FB 147-94-2B-1 1-5H, Reservation compliance

FB 147-94-2B-11-6H, management system

FB 147-94-2B-1 1-7H, adopted.

FB 147-94-2B-1 1-8H,

FB 147-94-2B-1 1-9H,

2

FB 148-94-35C-26-3H,

FB 148-94-35C-26-4H,

FB 148-94-35C-26-5H,

FB 148-94-35C-26-6H,

FB 148-94-35C-26-7H,

FB 148-94-35C-26-8H,

FB 148-94-35C-26-9H,

FB 148-94-35C-26-I0H

Torreys Pad FB I 52-94-15B-22-3H, Fort Berthold Failure to conduct engine 40 C.F.R. § 60.4243(b) (2) (i) 12/3/2017 1/8/20 I 8 Engine testing

FB 152-94-15B-22-4H Indian performance test performed and

3 Reservation compliance

management system

adopted.

Vermejo Pad FB 152-93-7C-6-5H, Fort Berthold Failure to conduct engine 40 C.F.R. § 60.4243(b) (2) (ii) 12/15/2017 1/9/2018 Well pad put on line

FB 152-93-7C-6-6H, Indian performance tests (seven power. Compliance

FB 152-93-7C-6-7H, Reservation engines) management system

FB 152-93-7C-6-8H, adopted.

FB 152-93-7C-6-9H,

4 FB 152-93-7C-6-10H,

FB 152-93-7C-6-1 1H,

FB 152-93-7C-6-12H,

FB 152-93-7C-6-13H,

FB 152-93-7C-6-14H

Maroon Pad FB 152-93-7D-6-1H, Fort Berthold Failure to operate and 40 C.F.R. §§ 49.4164(a), 9/7/2017 Effective Date of Implement a directed

FB 152-93-7D-6-2H, Indian maintain tank system in (d)(2); Consent inspection and

5 FB 152-93-7D-6-3H, Reservation accordance with Fort 49.4165(a)(1)-(4), (b)(1)-(2) Agreement. preventative

FB 152-93-7D-6-4H Berthold Federal maintenance program.

Implementation Plan.

8-1

Attachment B to Consent Agreement

'Fllicility'

Vermejo Pad

6

Sneffels Pad

7 I

Atlantic Pad

8 I

Tabeguache Pad

9 I

FB 152-93-7C-6-10H,

FB 152-93-7C-6-1 1H,

FB 152-93-7C-6-12H,

FB 152-93-7C-6-13H,

FB 152-93-7C-6-14H,

FB 152-93-7C-6-5H,

FB 152-93-7C-6-6H,

FB 1 52-93-7C-6-7H,

FB 152-93-7C-6-8H,

FB 152-93-7C-6-9H

IFB 148-94-35C-26-5H,

FB 148-94-35C-26-3H,

FB 148-94-35C-26-4H,

FB 147-94-2B-1 1-3H,

FB 147-94-2B-1 1-4H,

FB 147-94-2B-1 1-5H

I

IFB 147-94-3A-10-10H,

FB 147-94-3A-10-12H,

IFB 147-94-3A-10-1H,

FB 147-94-3A-10-6H

IFB]48-94-27C-22-3H,

FB 148-94-27C-22-4H,

FB 148-94-27C-22-6H,

FB 1 48-94-27C-22-7H,

FB 148-94-27C-22-8H

I

I Location

I

Fort Berthold

Indian

Reservation

Fort Berthold

Indian

Reservation

Fort Berthold

Indian

Reservation

Fort Berthold

Indian

Reservation

I

In the Matter of Bruin EP Partners, LLC

1

Nature of Violation >1 .. Regulatory Citatio11

Failure to operate and 40 C.F.R. §§ 49.4 I 64(a),
maintain tank system in (d) (2);

accordance with Fort 49.4165(a) (1)-(4), (b) (1)-(2)

Berthold Federal

Implementation Plan.

Failure to operate and 40 C.F.R. §§ 49.4164(a),
maintain tank system in (d) (2);

accordance with Fort 49.4165(a) (1)-(4), (b) (1)-(3);

Berthold FIP and NSPS 60.5370a(b);

Subpart 0000a. Failure 60.541 1a(b), (c)

to ensure vapor control

system has sufficient

capacity in accordance

with Fort Berthold FIP

and NSPS Subpart

0000a.

Failure to operate and 40 C.F.R. §§ 49.4164(a),

maintain tank system in (d)(2);

accordance with Fort 49.4165(a)(1)-(4), (b)(1)-(2)

Berthold Federal

Implementation Plan.

Failure to operate and 40 C.F.R. §§ 49.4164(a),

maintain tank system in (d)(2);

accordance with Fort 49.4165(a)(1)-(4), (b)(1)-(3);

Berthold FIP and NSPS 60.5370(b);

Subpart 0000. Failure 60.541 1(b), (c)

to ensure vapor control

I system has sufficient

capacity in accordance

with Fort Berthold FIP

and NSPS Subpart

0000.

B-2

Daie Nonc?!'.1.... . *.p.*H :foce/.1.D.*a.*t.~ (). f... . *.Retum .. 1.. Corre~tive
Actions

1 . Bega~ * to Compliance Taken ..

9/7/2017 I Effective Date of Implement a directed

9/7/2017

9/7/2017

9/7/2017

Consent

Agreement.

7/27/18

(ensure sufficient

capacity);

Effective Date of

Consent

Agreement

(operations and

maintenance)

Effective Date of

Consent

Agreement.

11/2/2018

(ensure sufficient
capacity);
Effective Date of
Consent
Agreement
(operations and
maintenance)
inspection and
preventative
maintenance program.
Installed blower;
performed
engineering
evaluation to evaluate
tank system design;
installed digital
pressure monitors.
Implement a directed
inspection and
preventative
maintenance program.
Implement a directed
inspection and
preventative
maintenance program.
Performed
engineering
evaluation and
modified tank system
design. Installed
digital pressure
monitors. Implement a
directed inspection
and preventative
maintenance program.

Attachment B to Consent Agreement

Wilson Pad

10

Princeton Pad

11

Grizzly Pad

12

FB 148-94-33D-28-4H,

FB 148-94-33D-28-5H,

FB 148-94-33D-28-6H,

FB 148-94-33D-28-7H

FB 148-94-33C-28-10H,

FB 148-94-33C-28-9H,

FB 148-94-33C-28-8H,

FB 148-94-33C-28-3H

FB 148-94-19D-18-1H,

FB 148-94-19D-18-2H,

FB 148-94-30A-31-1H,

FB 148-94-30A-31-2H

In the Matter of Bruin EP Partners, LLC

Date of Production of Records Returned for Collection Actions

Began / . . . to Compliance Taken

Fort Berthold I Failure to operate and 40 C.F.R. §§ 49.4164(a), 19/7/2017

Indian maintain tank system in (d)(2);

Reservation accordance with Fort 49.4165(a)(1)-(4), (b)(1)-(2);

Effective Date of Implement a directed

Consent inspection and

Agreement. preventative

Fort Berthold

Indian

Reservation

Fort Berthold

Indian

Reservation

Berthold Federal 60.5370a(b);

Implementation Plan and 60.541 1a(b), (c)

NSPS Subpart OOOOa.

I Failure to operate and 40 C.F.R. §§ 49.4164(a),

maintain tank system in (d)(2);

accordance with Fort 49.4165(a)(1)-(4), (b)(1)-(2)

Berthold Federal

Implementation Plan. I Failure to operate and 40 C.F.R. §§ 49.4164(a),

maintain tank system in (d)(2);

accordance with Fort 49.4165(a) (1)-(4), (b) (1)-(2)

Berthold Federal

Implementation Plan.

B-3

19/7/2017

9/7/2017

maintenance program.

Effective Date of implement a directed

Consent inspection and

Agreement. preventative

maintenance program.

Effective Date of implement a directed

Consent inspection and

Agreement. preventative

maintenance program.

Attachment C to Consent Agreement

Tank System Well Pad Well Pad

Number Name

San Luis Well Pad I Alamosito

San Luis Well Pad 1 Alamosito

San Luis Well Pad I Alamosito

San Luis Well Pad I Alamosito

San Luis Well Pad I Alamosito

San Luis Well Pad I Alamosito

San Luis Well Pad I Alamosito

Anderson Well Pad 2 Anderson

Anderson Well Pad 2 Anderson

Anderson Well Pad 2 Anderson

Anderson Well Pad 2 Anderson

Anderson Well Pad 2 Anderson

Anderson Well Pad 2 Anderson

Antero Well Pad 3 Antero

Antero Well Pad 3 Antero

Atlantic Well Pad 4 Atlantic

Atlantic Well Pad 4 Atlantic

Atlantic Well Pad 4 Atlantic

Atlantic Well Pad 4 Atlantic

Tank System will be 5 Belford

reconstructed after current

drilling program

Tank System will be 5 Belford
reconstructed after current
drilling program

Tank System will be 5 Belford
reconstructed after current
drilling program

Tank System will be 5 Belford
reconstructed after current
drilling program

Bierstadt Well Pad 6 Bierstadt
Bierstadt Well Pad 6 Bierstadt
Bierstadt Well Pad 7 Bierstadt
Bierstadt Well Pad 7 Bierstadt

Blanca Well Pad 8 Blanca
Blanca Well Pad 8 Blanca
Blanca Well Pad 8 Blanca
Blanca Well Pad 8 Blanca

Bross Well Pad 9 Bross
Bross Well Pad 9 Bross
Bross Well Pad 9 Bross
Bross Well Pad 9 Bross

In the Matter of Bruin EP
Partners, LLC

Well Name

FB 1 48-95-25B-36-8H

FB 148-95-25B-36-7H

FB 148-95-25B-36-6H

FB 148-95-25B-36-5H

FB 148-95-25B-36-4H

FB 148-95-25B-36-3H

FB 148-95-25B-36-2H

FB 151-94-26B-35-10H

FB 151-94-26B-35-1 1H

FB 1 51-94-26B-35-1 2H

FB 1 51-94-26B-35-13H

FB 1 5 1-94-26B-35-1 5H(LL)

FB 151-94-26B-35-16H(LL)

FB 148-94-19D-18-3H

FB 148-94-30A-31-3H
FB 147-94-3A-10-IH
FB 147-94-3A-10-6H
FB 147-94-3A-10-I0H
FB 147-94-3A-10-12H(LL)
FB 148-95-22D-15-IH
FB 148-95-27A-34-IH
FB 148-95-27A-34-2H
FB 148-95-27A-34-3H
FB I 52-94-13A-24-3H
FB 1 52-94-13A-24-4H
FB 1 52-94-13A-24-15H(LL)
FB 152-94-13A-24-16H(LL)
FB 148-94-19C-18-4H
FB 148-94-19C-18-5H
FB 148-94-30B-31-4H
FB 148-94-30B-31-5H
FB 148-95-26B-35-3H
FB 148-95-268-35-41-1
FB 148-95-26B-35-5H
FB 148-95-26B-35-8H

C-1

NDIC File

Number

31188
27412
27414
27415
27416
27417
22503
31778
31777
31776
32431
31775
31774
23123
23124

18458

29847

29848

29849

18968

18969

22298

22299

25400

25399

31994

31995

27277

27279

27278

27280

27456

27458

27460

27459

OGI Camera Inspection

Freauencv

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire nad: annually

0000a - tanks: monthly,

entire pad: annually

0000a - tanks: monthly,

entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire Pad: annually
0000a - tanks: monthly,
entire nad: annually
0000 - Monthlv
0000 - Monthly
FIP - Quarterlv
FIP - Ouarterly
FIP - Quarterly
FIP - Quarterlv
Will be0000a
Will be0000a
Will be0000a
Will be0000a
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
FIP - Quarterlv
FIP - Quarterlv
FIP - Quarterly
FIP - Ouarterly
0000a - tanks: monthly,
entire pad: annuallv
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire Pad: annually
0000a - tanks: monthly,
entire nad: annuallY

Attachment C to Consent Agreement

Bross Well Pad 9 Bross

Bross Well Pad 10 Bross

Bross Well Pad 10 Bross

Bross Well Pad 10 Bross

Bross Well Pad 10 Bross

Bross Well Pad 10 Bross

Bross Well Pad 10 Bross

California Well Pad 11 California

California Well Pad 11 California

California Well Pad 11 California

Cameron Well Pad 12 Cameron

Cameron Well Pad 12 Cameron

Cameron Well Pad 12 Cameron

Cameron Well Pad 12 Cameron

Cameron Well Pad 12 Cameron

Castle Well Pad 13 Castle

Castle Well Pad 13 Castle

Castle Well Pad 13 Castle

Castle Well Pad 13 Castle

Challen2:er Well Pad 14 Challenger

West Crvstal Tanks 15 Crvstal

East Crvstal Tanks 15 Crvstal

Democrat Well Pad 16 Democrat

Democrat Well Pad 16 Democrat

Democrat Well Pad 16 Democrat

Diente Well Pad 17 Diente

Diente Well Pad 17 Diente

Diente Well Pad 17 Diente

Diente Well Pad 17 Diente

Ellingwood Well Pad 18 Ellingwood

Ellingwood Well Pad 18 Ellingwood

Emerald Well Pad 19 Emerald

Eolus Well Pad 20 Eolus

Eolus Well Pad 20 Eolus

Evans Well Pad 21 Evans

Evans Well Pad 21 Evans

Evans Well Pad 21 Evans

Evans Well Pad 21 Evans

Evans Well Pad 21 Evans
Evans Well Pad 21 Evans
East Fletcher Tanks 22 Fletcher
East Fletcher Tanks 22 Fletcher
East Fletcher Tanks 22 Fletcher
West Fletcher Tanks 22 Fletcher
Grays Well Pad 23 Grays
Gravs Well Pad 23 Grays
Gravs Well Pad 23 Grays
Grizzly Well Pad 24 Grizzly
Grizzlv Well Pad 24 Grizzlv
In the Matter of Bruin EP
Partners, LLC
FB 148-95-26B-35-9H 27457
FB 148-95-23C-14-I0H 30564
FB 148-95-23C-14-9H 27434
FB 148-95-23C-14-8H 27432
FB 148-95-23C-14-5H 27435
FB 148-95-23C-14-3H 27431
FB 148-95-23C-14-4H 27433
FB 147-94-1A-12-IH 18341
FB 147-94-1A-12-91-1 30680
FB 147-94-1A-12-I0H 30679
FB I 52-94-1 5A-22-7H 24737
FB 152-94-15B-22-5H 24739
FB I 52-94-15B-22-6H 24738
FB I 52-94-15B-22-8H 32233
FB I 52-94-15B-22-9H 32232
FB 150-94-3B-10-IH 20086
FB 150-94-3B-10-2H 20915
FB 151-94-34C-27-IH 20088
FB 151-94-34C-27-2H 20916
FB 147-94-3A-10-2H 23258
FB I 48-94-9D-04-1H 18367
FB 148-94-9D-04-2H 20871
FB 148-94-20C-21-4H 25989
FB 148-94-20C-21-5H 25988
FB 148-94-20C-2 1-6H 27045
FB 147-94-3B-10-31-1 24272

FB 147-94-3B-10-41-1 24271
FB 147-94-3B-10-51-1 24270
FB 147-94-3B-I0-71-1 25801
FB 152-94-14C-11-1H 18426
FB 152-94-14C-1 1-2H 23550
FB 148-94-25A-36-IH 18332
FB 152-93-17C-8-3H 20458
FB I 52-93-17C-8-4H 22090
FB 152-93-9C-10-1H 21800
FB 152-93-9C-I0-2H 21801
FB 152-93-9C-10-3H 21802
FB I 52-93-9C-1 0-41-1 21803
FB I 52-93-9C-10-51-1 21805
FB 152-93-9C-10-6H 21807
FB 148-94-17D-8-1 H 18094
FB 148-94-17D-8-21-1 21066
FB I 48-94-170-8-121-1 30268
FB !48-94-170-8-131-1(LL) 30269
FB 152-93-17D-8-51-1 23507
FB I 52-93-170-8-61-1 23506
FB I 52-93-1 7D-8-71-1 23505
FB I 48-94-19D- 1 8-IH 20252
FB 148-94-19D-18-2H 21079

C-2

OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually
OOOOa - tanks: monthly,
entire pad: annually

entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
0000 - Monthly
0000 - Monthly
0000 - Monthly
0000 - Monthly
0000a - tanks: monthly,
entire pad: annually
0000a - tanks: monthly,
entire pad: annually
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly

FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly

Attachment C to Consent Agreement

Grizzly Well Pad 24 Grizzly
Grizzly Well Pad 24 Grizzly
Handies Well Pad 25 Handies
Handies Well Pad 25 Handies
Handies Well Pad 25 Handies
Huron Well Pad 26 Huron
Huron Well Pad 26 Huron
Huron Well Pad 26 Huron
Kit Carson Well Pad 27 Kit Carson
Kit Carson Well Pad 27 Kit Carson
La Plata Well Pad 28 La Plata
La Plata Well Pad 28 La Plata
La Plata Well Pad 28 La Plata
Lincoln Well Pad 29 Lincoln
Lincoln Well Pad 29 Lincoln
Lindsey Well Pad 30 Lindsey
Little Bear Well Pad 31 Little Bear
Little Bear Well Pad 31 Little Bear
Little Bear Well Pad 31 Little Bear
Little Bear Well Pad 31 Little Bear
Little Bear Well Pad 31 Little Bear
Little Bear Well Pad 31 Little Bear
Longs Well Pad 32 Longs
Longs Well Pad 32 Longs
Longs Well Pad 32 Longs
Longs Well Pad 32 Longs

Longs Well Pad 32 Longs
Longs Well Pad 32 Longs
Maroon Well Pad 33 Maroon
Maroon Well Pad 33 Maroon
Maroon Well Pad 33 Maroon
Maroon Well Pad 33 Maroon
Massive Well Pad 34 Massive
Meeker Well Pad 35 Meeker
Missouri Well Pad 36 Missouri
Missouri Well Pad 36 Missouri
Missouri Well Pad 36 Missouri
Missouri Well Pad 36 Missouri
Missouri Well Pad 36 Missouri
Missouri Well Pad 36 Missouri

In the Matter of Bruin EP

Partners, LLC

FB 148-94-30A-31-IH
FB 148-94-30A-3 1-2H
FB 148-94-22A-27-2H
FB 148-94-22A-27-12H(LL)
FB 148-94-22A-27-IIH
FB 151-94-268-35-IH
FB 151-94-268-35-2H
FB 151-94-268-35-JH
FB 148-94-298-32-1 H
FB 148-94-298-32-2H
FB 152-94-22D-15-2H
FB 152-94-220-15-I0H(LL)
FB 152-94-22D-15-1 1H(LL)
FB 147-94-IB-12-3H
FB 148-94-36C-25-3H
FB 1 52-93-17C-08-1H
FB 148-94-28A-33-IH
FB 148-94-28A-33-2H
FB 148-94-28A-33-12H
FB 148-94-28A-33-13H
FB 148-94-28A-33-14H
FB 148-94-28A-33-15H
FB 151-94-26A-35-4H

FB 151-94-26A-35-5H
FB 151-94-26A-35-6H
FB 151-94-26A-35-7H
FB 1 5 1-94-26A-35-8H
FB 15 1-94-26A-35-9H
FB 152-93-7D-6-IH
FB 152-93-7D-6-2H
FB 152-93-7D-6-3H
FB 1 52-93-7D-6-4H
FB 152-93-1 7C-08-2H
FB 148-94-22A-27-IH
FB 152-94-14D-1 1-3H
FB 152-94-14D-1 1-4H
FB 152-94-14D-11-19H
FB 152-94-14O-11-16H
FB 152-94-14D-2-15H3 (LL)
FB-1 48-94-14D-2-1 3H3 (LL)

C-3

20253 FIP - Quarterly
21080 FIP - Quarterly
23223 OOOOa - tanks: monthly,
entire pad: semi-annually
31697 OOOOa - tanks: monthly,
entire pad: annually
31161 OOOOa - tanks: monthly,
entire pad: annually
20328 FIP - Quarterly
22708 FIP - Quarterly
22707 FIP - Quarterly
19976 FIP - Quarterly
22983 FIP - Quarter! y
20567 OOOOa - tanks: monthly,
entire pad: semi-annually
31889 OOOOa - tanks: monthly,
entire pad: semi-annually
31890 OOOOa - tanks: monthly,
entire pad: semi-annually
23382 OOOOa - tanks: monthly,
entire pad: semi-annually

23383 0000a - tanks: monthly,
entire pad: semi-annually
18126 FIP - Quarterly
22312 0000a - tanks: monthly,
entire pad: semi-annually
22313 0000a - tanks: monthly,
entire pad: semi-annually
28629 0000a - tanks: monthly,
entire pad: semi-annually
28628 0000a - tanks: monthly,
entire pad: semi-annually
34528 0000a - tanks: monthly,
entire pad: semi-annually
34529 0000a - tanks: monthly,
entire pad: semi-annually
30541 0000a - tanks: monthly,
entire pad: semi-annually
30542 0000a - tanks: monthly,
entire pad: semi-annually
30543 0000a - tanks: monthly,
entire pad: semi-annually
30544 0000a - tanks: monthly,
entire pad: semi-annually
30545 0000a - tanks: monthly,
entire pad: semi-annually
30546 0000a - tanks: monthly,
entire pad: semi-annually
24256 FIP - Quarterly
24255 FIP - Quarterly
25254 FIP - Quarterly
24253 FIP - Quarterly
20269 FIP - Quarterly
18335 FIP - Quarterly
23554 0000a - tanks: monthly,
entire pad: semi-annually
23544 0000a - tanks: monthly,
entire pad: semi-annually
35539 0000a - tanks: monthly,
entire pad: semi-annually

35540 0000a - tanks: monthly,
entire pad: semi-annually
35541 0000a - tanks: monthly,
entire pad: semi-annually
35542 0000a - tanks: monthly,

Attachment C to Consent Agreement

Oklahoma Well Pad 37 Oklahoma
Oklahoma Well Pad 37 Oklahoma
Oklahoma Well Pad 38 Oklahoma
Oklahoma Well Pad 38 Oklahoma
Oklahoma Well Pad 38 Oklahoma
Oklahoma Well Pad 38 Oklahoma
Oxford Well Pad 39 Oxford
Oxford Well Pad 39 Oxford
Oxford Well Pad 39 Oxford
Pikes Well Pad 40 Ouray
Pikes Well Pad 40 Ouray
Pikes Well Pad 40 Ouray
Pikes Well Pad 40 Ouray
Pikes Well Pad 40 Ouray
Phoenix Well Pad 41 Phoenix
Phoenix Well Pad 41 Phoenix
Phoenix Well Pad 41 Phoenix
Phoenix Well Pad 41 Phoenix
Phoenix Well Pad 41 Phoenix
Phoenix Well Pad 41 Phoenix
Pikes Well Pad 42 Pikes
Pikes Well Pad 42 Pikes
Pikes Well Pad 42 Pikes
Pikes Well Pad 42 Pikes
Princeton Well Pad 43 Princeton
Princeton Well Pad 43 Princeton
Princeton Well Pad 43 Princeton
Princeton Well Pad 43 Princeton
South Pyramid Tanks 44 Pyramid
South Pyramid Tanks 44 Pyramid
South Pyramid Tanks 44 Pyramid
South Pyramid Tanks 44 Pyramid
South Pyramid Tanks 44 Pyramid

North Pyramid Tanks 44 Pyramid
North Pyramid Tanks 44 Pyramid
North Pyramid Tanks 44 Pyramid
North Pyramid Tanks 44 Pyramid
North Pyramid Tanks 44 Pyramid
In the Matter of Bruin EP
Partners, LLC
FB 147-94-IA-12-2H
FB 148-94-36D-25-21:-1
20879
20880
FB 148-94-36D-25-I0H(LL) .32506
FB 148-94-36D-25-1 1H 32504
FB 147-94-IA-12-12H(LL) 32505
FB 147-94-IA-12-I IH{LL) 32503
FB 148-94-21A-20-IH 22560
FB 148-94-21A-20-2H 22561
FB 148-94-21A-20-3H 22562
FB 152-93-19D- 1 8- I 2H 30783
FB 152-93-19D-18-6H 26907
FB 152-93-19O-18-7H 26906
FB 152-93-19D-18-8H 30784
FB 152-93-19D-18-9H 30785
FB 148-95-13B-24-21:-1 30555
FB 148-95-13B-24-91:-1 33594
FB 148-95-13B-24-I0H 30556
FB 148-95-13B-24-IIH 30557
FB 148-95-13B-24-12H 30558
FB 148-95-13B-24-13H 30559
FB 152-93-19D-18-4H 26914
FB 152-93-19D-18-I0H 28296
FB 152-93-19D-18-1 1H(LL) 28297
FB 152-93-19D-18-14H(LL) 28298
FB 148-94-33C-28-I0H 26867
FB 148-94-33C-28-3H(LL) 25534
FB 148-94-33C-28-8H 26865
FB 148-94-33C-28-9H 26866
FB 147-94-2A-1 1-1H 18206
FB 147-94-2A-1 1-2H 21900

FB 147-94-2A-1 1-13H{LL} 34889
FB 147-94-2A-1 1-12H 34888
FB 147-94-2A-1 1-1 11-1 34887
FB 148-94-350-26-IH 18313
FB 148-94-350-26-21-1 21901
FB 148-94-350-26-1 1H{LL} 32608
FB 148-94-35D-26-121:-1 32611
FB 148-94-35D-26-!3H 32612

C-4

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

FIP - Quarterly

FIP - Quarterly

FIP - Quarterly

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,

entire padi semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
FIP - Quarterly
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
0000a - tanks: monthly,
0000a - tanks: monthly,
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually
0000a - tanks: monthly,
entire pad: semi-annually

Attachment C to Consent Agreement
North Pyramid Tanks 44 Pyramid
Quandrv Well Pad 45 Quandry

Redcloud Well Pad 46 Redcloud
Redcloud Well Pad 46 Redcloud
Redcloud Well Pad 46 Redcloud
San Luis Well Pad 47 San Luis
San Luis Well Pad 47 San Luis
Shavano Well Pad 48 Shavano
Shavano Well Pad 48 Shavano
Shavano Well Pad 48 Shavano
Sherman Well Pad 49 Sherman
Sherman Well Pad 49 Sherman
Sherman Well Pad 49 Sherman
Sherman Well Pad 49 Sherman
Sherman Well Pad 49 Sherman
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Sneffels Well Pad 50 Sneffels
Snowmass Well Pad 51 Snowmass
Snowmass Well Pad 51 Snowmass
Snowmass Well Pad 51 Snowmass
Stewart Well Pad 52 Stewart
Stewart Well Pad 52 Stewart
Stewart Well Pad 52 Stewart
Sunlight Well Pad 53 Sunlight
Sunlight Well Pad 53 Sunlight
Sunlight Well Pad 53 Sunlight
Sunlight Well Pad 53 Sunlight
In the Matter of Bruin EP

Partners, LLC

FB 148-94-35D-26-14H(LL)

FB 152-94-22D-15-IH

FB 148-94-9C-4-3H

FB 148-94-9C-4-4H

FB 148-94-9C-4-5H

FB 148-95-24C-13-IH

FB 148-95-258-36-IH

F8 148-94-29A-32-3H

FB 148-94-29A-32-4H

FB 148-94-29A-32-5H

FB 148-94-17C-8-3H

FB 1 48-94-17C-8-4H

FB 1 48-94-17C-8-5H

FB 148-94-17C-8-6H

FB 148-94-1 7C-8-7H

FB 147-94-2B-1 1-3H

FB 147-94-28-11-41-1

FB 147-94-2B-1 1-5H

FB 148-94-35C-26-3H

FB 148-94-35C-26-4H

FB 148-94-35C-26-5H

FB 147-94-2B-11-6H

FB 147-94-2B-1 1-7H

FB 147-94-2B-11-8H

FB 147-94-28-11-91-1

FB 148-94-35C-26-6H

FB 148-94-35C-26-7H

FB 148-94-35C-26-8H

FB 148-94-35C-26-9H

FB 148-94-35C-26-10H

FB 152-94-24D-13-51-1

FB 152-94-24D-13-6H

FB 152-94-24D-13-?H

F8 152-93-188-19-IH

FB 152-93-18B-19-2H

FB 152-93-1SB-19-31-1

FB 152-94-138-24-IH

FB 152-94-13B-24-2!-1

FB 152-94-13 8-24-1 1H

FB 152-94-138-24-121-1

C-5

34890

18402

22981

22980

22979

20918

20919

24306

24307

24310

24418

24417

25502

28280

28281

25598

25597

25596

26295

26294

26293

31076

31077

31078

31080

31085

31082

31084

31083

31081

26798

26797

26796

18446

21652

21653

18905

25370

32157

32156

0000a - tanks: monthly,
entire pad: semi-annually

FIP - Quarterly

FIP - Quarterly

FIP - Quarterly

FIP - Quarterly

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

FIP - Quarterly

FIP - Quarterly

FIP - Quarterly

0000 - Monthly

0000 - Monthly

0000 - Monthlv

0000 - Monthly

0000 - Monthly

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,
entire pad: semi-annually

0000a - tanks: monthly,

Sunshine Well Pad 54 Sunshine
Tabeguache Well Pad 55 Tabeguache
Tabeguache Well Pad 55 Tabeguache
Tabeguache Well Pad 55 Tabeguache
Tabeguache Well Pad 55 Tabeguache
Tabeguache Well Pad 55 Tabeguache
Torreys Well Pad 56 Torreys
Torreys Well Pad 56 Torreys
Uncompahgre Well Pad 57 Uncompahgre
Vermejo Well Pad 58 Vermejo
Vermejo Well Pad 58 Vermejo
Vermejo Well Pad 58 Verrnejo
Vermejo Well Pad 58 Verrnejo
Verrnejo Well Pad 58 Vermejo
Stewart Well Pad 58 Vermejo
Stewart Well Pad 58 Vermejo
Vermejo Well Pad 58 Vermejo
Vermejo Well Pad 58 Verrnejo
Vermejo Well Pad 58 Vermejo
Wetterhorn Well Pad 59 Wetterhorn
Wetterhorn Well Pad 59 Wetterhorn
Wetterhorn Well Pad 59 Wetterhorn
Wetterhorn Well Pad 59 Wetterhorn
Wetterhorn Well Pad 59 Wetterhorn
Wetterhorn Well Pad 59 Wetterhorn
Wilson Well Pad 60 Wilson
Wilson Well Pad 60 Wilson
Wilson Well Pad 60 Wilson
Wilson Well Pad 60 Wilson
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
In the Matter of Bruin EP
Partners, LLC
FB 1 52-94-13B-24-1 3H
FB 148-95-23D-14-IH
FB 148-95-26A-35-IH
FB 148-95-23D-14-2H(LL)

FB 148-95-23D-14-6H
FB 148-95-23D-14-7H
FB 148-95-26A-35-2H(LL)
FB 148-95-26A-35-10H
FB 148-95-26A-35-14H
FB 148-94-27C-22-3H
FB 148-94-27C-22-4H
FB 148-94-27C-22-6H
FB 1 48-94-27C-22-7H
FB 148-94-27C-22-8H
FB 152-94-15B-22-3H
FB 152-94-15B-22-4H
FB 148-94-22B-27-5H
FB 152-93-7C-6-7H
FB !52-93-7C-6-8H
FB 152-93-7C-6-9H
FB 152-93-7C-6-6H
FB 152-93-?C-6- 1 OH
FB 1 52-93-7C-6-12H(LL)
FB 152-93-7C-6-13H(LL)
FB 152-93-7C-6-1 !H
FB 152-93-7C-6-5H
FB 152-93-7C-6-14H
FB 148-95-13A-24-3H
FB 148-95-13A-24-4H
FB 148-95-13A-24-5H
FB 148-95-13A-24-6H
FB 148-95-13A-24-7H(LL)
FB 1 48-95- 1 3A-24-8H(LL)
FB 148-94-33D-28-4H
FB J48-94-33D-28-5H
FB 148-94-33D-28-7H(LL)
FB 148-94-33D-28-6H
FB 148-94-36C-25-4H
FB 148-94-36C-25-5H
FB 148-94-36C-25-6H
FB 1 48-94-36C-25-7H
C-6
- 32158 0000a - tanks: monthly,

entire pad: semi-annually
20172 0000 - Monthly
20173 0000 - Monthly
20866 0000 - Monthly
27125 0000 - Monthly
27127 0000 - Month!Y
21963 0000 - Monthly
27126 0000 - Monthly
27646 0000 - Monthly
24150 0000 - Monthly
27107 0000 - Month!Y
27106 0000 - Monthly
27105 0000 - Monthly
27103 0000 - Monthly
24731 FIP - Quarterly
25494 FIP - Quarterly
22878 FIP - Ouarterly
30247 0000a - tanks: monthly,
entire pad: semi-annually
30246 0000a - tanks: monthly,
entire pad: semi-annually
30245 0000a - tanks: monthly,
entire pad: semi-annually
30248 0000a - tanks: monthly,
entire oad: semi-annually
30244 0000a - tanks: monthly,
entire pad: semi-annually
30242 0000a - tanks: monthly,
entire pad: semi-annually
30241 0000a - tanks: monthly,
entire oad: semi-annually
30243 0000a - tanks: monthly,
entire oad: semi-annually
32579 0000a - tanks: monthly,
entire oad: semi-annually
32580 0000a - tanks: monthly,
entire oad: semi-annually
24299 0000a - tanks: monthly,
entire pad: semi-annually

24298 0000a - tanks: monthly,
entire pad: semi-annually
24297 0000a - tanks: monthly,
entire pad: semi-annually
31154 0000a - tanks: monthly,
entire oad: semi-annually
31155 0000a - tanks: monthly,
entire pad: semi-annually
31156 0000a - tanks: monthly,
entire pad: semi-annually
24338 0000a - tanks: monthly,
entire oad: semi-annually
24339 0000a - tanks: monthly,
entire pad: semi-annually
29572 0000a - tanks: monthly,
entire pad: semi-annually
29571 0000a - tanks: monthly,
entire pad: semi-annually
26279 0000a - tanks: monthly,
entire oad: semi-annually
26281 0000a - tanks: monthly,
entire pad: semi-annually
29134 0000a - tanks: monthly,
entire oad: semi-annually
31462 0000a - tanks: monthly,
entire pad: semi-annually

Attachment C to Consent Agreement

Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Windom Well Pad 61 Windom
Yale Well Pad 62 Yale
Yale Well Pad 62 Yale
Yale Well Pad 62 Yale

Yale Well Pad 62 Yale
Yale Well Pad 62 Yale
Yale Well Pad 62 Yale
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
James Well Pad 63 James
In the Matter of Bruin EP
Partners, LLC
FB 148-94-36C-25-8H
FB 148-94-36C-25-9H
FB 148-94-36C-25-12H
FB 147-94-IB-12-SH
FB 147-94-IB-12-7!-I
FB 147-94-1B-12-6H
FB 147-94-IB-12-13H
FB 147-94-IB-12-5H
FB-147-94-IB-12-4H
FB 148-95-22C-15-4H
FB I 48-95-22C-1 5-5H
FB I 48-95-22C-15-9H
FB 148-95-27B-34-4H
FB 148-95-27B-34-5H
FB 148-95-27B-34-8H
FB JAMES 150-94-3B-10-13B
FB JAMES 150-94-3B-10-12T
FB JAMES I 50-94-3B-I 0-1 IB
FB JAMES 150-94-3B-10-10T
FBJAMES 150-94-3B-10-9B
FB JAMES 150-94-3B-10-8T2
FB JAMES 150-94-3B-10-7T
FB JAMES 150-94-3B-10-6B
C-7
31464 0000a - tanks: monthly,
entire pad: semi-annually

31463 0000a - tanks: monthly,
entire pad: semi-annually
29137 0000a - tanks: monthly,
entire pad: semi-annually
33125 0000a - tanks: monthly,
entire pad: semi-annually
29136 0000a - tanks: monthly,
entire pad: semi-annually
29135 0000a - tanks: monthly,
entire pad: semi-annually
33124 0000a - tanks: monthly,
entire pad: semi-annually
26282 0000a - tanks: monthly,
entire pad: semi-annually
26280 0000a - tanks: monthly,
entire pad: semi-annually
25208 FIP - Quarterly
25210 FIP - Quarterly
26323 FIP - Quarterly
25207 FIP - Quarterly
25209 FIP - Quarterly
26322 FIP - Quarterly
31457 Will be 0000a when
completed
31456 Will be 0000a when
completed
31455 Will be 0000a when
completed
31454 Will be 0000a when
completed
35964 Will be 0000a when
completed
35963 Will be 0000a when
completed
35962 Will be 0000a when
completed
31458 Will be 0000a when
completed

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached CONSENT AGREEMENT and FINAL ORDER in the matter of BRUIN E&P PARTNERS, LLC; DOCKET NO.: CAA-08-2019-0012 was filed with the Regional Hearing Clerk on September 4, 2019.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to,

Jessica Portmess, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on September 4, 2019,

to:

Respondent

And emailed to:

William Getschow

Bruin E&P Partners, LLC

602 Sawyer Street, Suite 710

Houston, Texas 77007

Jessica Chalifoux

U.S. Environmental Protection Agency

Cincinnati Finance Center

26 W. Martin Luther King Drive (MS-0002)

Cincinnati, Ohio 45268

September 4, 2019